

# **EXHIBIT J**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re Terrorist Attacks on September 11, 2001	03-md-1570 (GBD)(SN)
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This document relates to:

*August Bernaerts, et al. v. Islamic Republic of Iran*, No. 1:19-cv-11865 (GBD) (SN)

**DECLARATION OF FAMILIAL RELATIONSHIP**

I, Maureen Sullivan, declare under penalty of perjury, as provided for by 28 U.S.C. § 1746, that the following statements are true and correct:

1. My name is Maureen Sullivan, and I was the fiancé and life partner of Derek O. Sword (“Derek”) who died on September 11, 2001 (“9/11”) when the World Trade Center collapsed. I submit this Declaration to demonstrate I was the functional equivalent of Derek’s spouse.

2. Derek and I began dating in Spring 1999. We met at a party at the New York Athletic Club and had an instant connection. In Fall 2000, we moved in together on the Upper East Side, where we resided until Derek’s tragic death on 9/11.

3. Derek and I got engaged in February 2001. We told our family and friends, and everyone was so excited for us.

4. Derek and I began planning our wedding. We set the date for December 7, 2002 at the Racket and Tennis Club in Manhattan and selected a priest to officiate the ceremony. We were excited to celebrate our special day with our family and friends.

5. As life partners, Derek and I both contributed financially to our life together. Since Derek earned more money, he paid the rent and bigger expenses, and I paid the utilities and phone bill. Derek and I also added each other as life insurance beneficiaries.

6. At the time of Derek's death, we lived together and shared our lives. We were engaged to be married and planned to be together forever. We shared dreams and were the love of each other's lives. *See* cards from Derek attached as Exhibit 1. We enjoyed, among other things, exercising, dining, and traveling. Derek was an avid squash player and taught me how to play at the New York Athletic Club. We went on incredible trips to, among other places, Lake George, Boston, St. Barts, Ireland, Scotland, England, South Africa, Canada, and Italy, and we were excited to go on more adventures together. *See* vacation photos and general photos attached as Exhibit 2. In fact, we had a planned trip for December 2001 to visit Derek's twin brother and his wife and son in Dubai.

7. In addition to experiencing new things, Derek and I had our rituals of things we enjoyed together. For example, Derek and I often went to the same bars and restaurants in our neighborhood, including Heidelberg, Marty O'Brien's, East End Grill, and Fiona's.

8. There is no doubt that Derek and I were family. *See* letter from Derek's parents attached as Exhibit 3. Together we attended family gatherings and celebrated holidays with each other's families. We spent Christmas and other holidays with my parents, siblings, nieces, and nephews. Derek was very close with my family and had an especially great bond with my dad. During the summers, we visited my parents' beach house in Long Beach and went to the beach and had barbecues. We visited Derek's family multiple times in Scotland, and they visited us every year. Derek's uncle stayed with us when he came to visit in 2000. Our families got along well and jointly celebrated Derek's mother's 60<sup>th</sup> birthday. In fact, I am still close with Derek's family. Derek's memorial was held at the New York Athletic Club in November 2001 and his family traveled from Scotland and the Middle East to attend. Thereafter, the New York Athletic Club renamed their annual squash tournament in Derek's memory. His parents visit me every

year (except for during Covid-19) and coincide their visit with the tournament. My family traveled to Scotland when the tournament was held there and my father and I have visited his family in Scotland twice since Derek's death.

9. I was awarded Workers' Compensation benefits based on Derek's domestic partner and I received Derek's life insurance proceeds (see Exhibit 4).

10. Upon hearing news of the terrorist attack at the World Trade Center, I prayed Derek would be found alive. I did not want to believe the love of my life left this world so suddenly and unexpectedly, but I eventually had to accept the terrible truth that Derek was really gone.

11. When I woke up on 9/11, I never imagined I would never see Derek again. After all, we looked forward to getting married and spending the rest of our lives together. Derek was stolen away from me, and I feel his loss every day and share fond memories of him. He is forever in my heart.

12. Derek and I shared our lives as committed life partners with the deepest love for one another. We considered each other to be family. Accordingly, I should be deemed the functional equivalent of Derek's spouse.

Executed on: 10/21/2021

Name (Signature): Maureen Sullivan

Name (Print): Maureen Sullivan

# **EXHIBIT 1**

THE BERKELEY  
KNIGHTSBRIDGE LONDON

Dear Menka

Just to let you know I miss you like crazy  
and I cannot wait to spend some time +  
New Year with you!

I am the luckiest guy in the world to  
have the most beautiful lady in the world!

I love you Menka.

Always,

Jack

The swimming-pool at The Berkeley Health Club and Spa  
Wilton Place Knightsbridge London SW1X 7RL  
Tel (020) 7235 6000 Fax (020) 7235 4330 E-mail info@the-berkeley.co.uk Web site www.savoy-group.co.uk

Dear Beautiful!

Put simply, you have changed  
my life in so many ways....  
long may it continue !!!

Thank you so much for making  
me so happy being with you.

And remember, you are by far  
the most beautiful woman in  
the world in my eyes, so  
keep doing the tai so !!

Mawreen

Christmas just isn't the same  
without you!

Have a great Christmas and I'll  
see you for a happy New Year!!  
Love,

Zerek,  
KX  
CX

Mawreen

The most romantic place  
I know is anyplace with you.

You continue to change my life  
in so many ways - long may  
it last !!

One year down - many many to come.

Love ya beautiful,

Derek

LXXX  
LXXX

To

Beautiful !

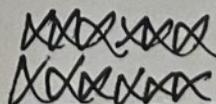
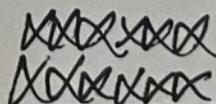
I don't think there be  
anything else I can say!

This says it all.

Thank you for putting up with me.

Love.



HAPPY Valentine's

...younger than you  
for the rest of our lives.

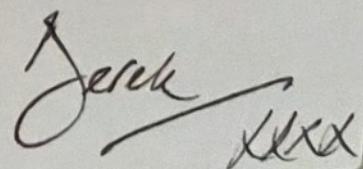
HA! HA! HA! HA!  
HA! HA! HA!

Maureen

A year older but definitely a  
year more beautiful !!

Love you so much.

Happy birthday.

Deek 

"Beautiful"

Thanks for a great  
night ! I shall  
speak to ya from  
London next week !

Miss you already .

J

Beautiful!

Just wanted to tell you how much I  
am missing you - a lot !!

I really hope you are having a  
great time as it will be the last  
time you travel without me !

I love you Mama

Together forever,

SC

Kla  
xox



Hello my wee princess!

I am at with Andy Allen  
(which normally means destruction!)

We'll either be in Heidelberg or  
Trinity Rd between Jan - Esp -  
hopefully not too "worse for wear".

See you then beautiful.

Hope your class went fine

Can't wait to see you.

Derek -

KRR  
KDR

# **EXHIBIT 2**



## Remember When

Maureen looked even more beautiful than  
the bride at this wedding - I think  
the photographer was setting up especially  
for her.





















































And now  
where are you  
from? This  
shot? #

**BEWARE!!!**



will lead  
to this...  
(adorable  
baby, though,  
wherever did  
you find  
such a  
gem?)



Now you two are  
naturals! or  
add three  
Remember When  
WHAT!



3 4 '00  
Don't say I didn't warn you!  
+ I can't wait. ☺ You'll be a great Mom



Her with  
her hat,  
& He with  
his coat

Remember  
What a  
wonderful  
match they  
made!  
Cheers to you!





Remember When

Take it from me, \* never attempt to take  
Marcie's photo when she is taking an  
afternoon nap - it takes her several hours  
to get over it !



Remember When

Mistaking Derek for any Scotsman in a  
kilt, Marleen fell in love with  
Edinburgh - and other Scotsmen by the look  
of this photograph!

# **EXHIBIT 3**

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To Whom it May Concern,

We are David and Irene Sword, the parents of Derek Sword who perished in the World Trade Center on September 11. We write this letter in support of Maureen Sullivan's application to be deemed the functional equivalent of Derek's spouse.

Even though we reside in Scotland we were able visit Derek and Maureen several times a year. When we visited New York, Derek took us to the Bronx to meet Maureen's parents and siblings, who were always warm and welcoming to us. Derek and Maureen had also visited Scotland and attended our son Graeme's' wedding where Maureen was introduced to the entire Sword clan. We were delighted when they announced their engagement and happily looked forward to their wedding in New York. We have no doubt that Derek and Maureen would have married and spent their lives together had they been given the chance.

We have always thought of Maureen as our daughter in law. Derek's two brothers and even my siblings consider her family as well. Prior to Covid-19 we were able to visit Maureen in New York at least once a year and sometimes more. Throughout the years, we have honored Derek together at the New York Athletic Club's Memorial Squash tournament in Derek's name, and at his firm's memorial services. We remember Derek together - his smile, his jokes, his love for all of us.

In conclusion, Maureen is part of the Sword family, she shares

in our joys and sorrows as one family. We believe Maureen is the wife that our son Derek would have had. We had even made a preliminary list of relatives and friends who we thought might travel from Scotland to attend the wedding in December 2002 and had met the Priest who would officiate at their wedding.

We hope this letter persuades you to the same conclusion.

David and Irene Sword  
Dellwood  
[REDACTED]

Angus  
Scotland  
UK

Tel No + [REDACTED]

Sent from my iPhone

# **EXHIBIT 4**

INSURED PERSON DEREK O SWORD

POLICY OWNER DEREK O SWORD

FACE AMOUNT  
OF INSURANCE \$1,000,000

DEATH BENEFIT OPTION B (SEE PAGE 6)

POLICY NUMBER [REDACTED]



EQUITABLE

VARIABLE LIFE  
INSURANCE  
POLICY

We agree to pay the Insurance Benefit of this policy and to provide its other benefits and rights in accordance with its provisions

Flexible Premium Variable Life Insurance Policy

This is a flexible premium variable life insurance policy. You can, within limits:

- make premium payments at any time and in any amount;
- change the death benefit option;
- change the allocation of net premiums and deductions among your investment options; and
- transfer amounts among your investment options

This policy is guaranteed not to lapse during the first five policy years, if premiums are paid in accordance with the No Lapse Guarantee provision.

All of these rights and benefits are subject to the terms and conditions of this policy. All requests for policy changes are subject to our approval and may require evidence of insurability.

We put your net premiums into your Policy Account. You may allocate them to one or more investment funds of our Separate Account(s) (SA) or to our Guaranteed Interest Account (GIA).

The portion of your Policy Account that is in an investment fund of our SA will vary up or down depending on the unit value of such investment fund, which in turn depends on the investment performance of the securities held by that fund. There are no minimum guarantees as to such portion of your Policy Account.

The portion of your Policy Account that is in our GIA will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than 3% a year.

The amount and duration of the death benefit may be variable or fixed under specified conditions. See the Death Benefit provision for a description of the variable death benefit.

This is a non-participating policy.

Right to Examine Policy. You may examine this policy and if for any reason you are not satisfied with it, you may cancel it by returning this policy with a written request for cancellation to our Administrative Office by the 10th day after you receive it. If you do this, we will refund the premiums that were paid on this policy.

Read Your Policy Carefully. It is a legal contract between you and The Equitable Life Assurance Society of the United States

*Pauline Sherman*

Pauline Sherman, Vice President, Secretary & Associate General Counsel

No 99-300NY

*Michael Hegarty*

Michael Hegarty, President & Chief Operating Officer

## POLICY INFORMATION

INSURED PERSON	DEREK O SWORD		
POLICY OWNER	DEREK O SWORD		
FACE AMOUNT OF INSURANCE	\$1,000,000		
DEATH BENEFIT	OPTION B (SEE PAGE 6)	SEPARATE ACCOUNT	
POLICY NUMBER	[REDACTED]	ISSUE AGE	29
BENEFICIARY	MAUREEN SULLIVAN, FIANCÉE		
REGISTER DATE	FEB 5, 2001	SEX	MALE
DATE OF ISSUE	FEB 5, 2001	RATING CLASS	PREFERRED NON-TOBACCO USER

A MINIMUM INITIAL PREMIUM PAYMENT OF \$283.23 IS DUE ON OR BEFORE DELIVERY OF THE POLICY.

THE PLANNED PERIODIC PREMIUM OF \$1,700.00 IS PAYABLE MONTHLY.  
NO LAPSE GUARANTEE PERIOD IS 5 YEARS FROM THE REGISTER DATE SEE NO LAPSE GUARANTEE PROVISION.

SEE PAGE 3—CONTINUED FOR TABLE OF NO LAPSE GUARANTEE PREMIUMS  
PREMIUM PAYMENTS ARE FOR THE INSURANCE BENEFIT AND ANY ADDITIONAL BENEFIT RIDERS.

THE PLANNED PERIODIC PREMIUMS SHOWN ABOVE MAY NOT BE SUFFICIENT TO CONTINUE THE POLICY AND LIFE INSURANCE COVERAGE IN FORCE UNTIL THE POLICY ANNIVERSARY NEAREST THE 100TH BIRTHDAY OF THE INSURED PERSON. THE PERIOD FOR WHICH THE POLICY AND COVERAGE WILL CONTINUE IN FORCE WILL DEPEND ON (1) THE AMOUNT, TIMING AND FREQUENCY OF PREMIUM PAYMENTS; (2) CHANGES IN THE FACE AMOUNT OF INSURANCE AND THE DEATH BENEFIT OPTIONS; (3) CHANGES IN THE INTEREST RATES CREDITED TO OUR GIA AND THE INVESTMENT PERFORMANCE OF THE INVESTMENT FUNDS OF OUR SA; (4) CHANGES IN THE MONTHLY DEDUCTIONS FROM THE POLICY ACCOUNT FOR THIS POLICY AND ANY BENEFITS PROVIDED BY RIDERS TO THIS POLICY, AND (5) LOAN AND PARTIAL NET CASH SURRENDER VALUE WITHDRAWAL ACTIVITY.

THE MINIMUM GUARANTEED INTEREST RATE USED TO DETERMINE THE GUARANTEED POLICY VALUES ALLOCATED TO OUR GIA IS 3%. INTEREST AMOUNTS CREDITED OVER 3% TO OUR GIA ARE NOT GUARANTEED STARTING IN POLICY YEAR SEVEN, WE WILL CREDIT AN ADDITIONAL AMOUNT TO YOUR POLICY ACCOUNT ON A MONTHLY BASIS. THE ADDITIONAL AMOUNT CREDITED WILL BE DETERMINED AS A PERCENTAGE OF THE UNLOANED VALUE OF YOUR POLICY ACCOUNT, AT AN ANNUAL RATE OF NOT LESS THAN 60%. SUBJECT TO GUARANTEES, WE HAVE THE RIGHT TO CHANGE THE AMOUNT OF INTEREST CREDITED TO THE POLICY AND THE AMOUNT OF COST OF INSURANCE OR OTHER EXPENSE CHARGES DEDUCTED UNDER THE POLICY WHICH MAY REQUIRE MORE PREMIUM TO BE PAID THAN WAS ILLUSTRATED OR CAUSE THE CASH VALUES TO BE LESS THAN ILLUSTRATED.

THE INTEREST WE CREDIT TO THE LOANED PORTION OF OUR GIA WILL BE AT AN ANNUAL RATE UP TO 2% LESS THAN THE LOAN INTEREST RATE WE CHARGE, IN NO EVENT WILL WE CREDIT LESS THAN 3% A YEAR.